Glover Bottled Gas Corp.; Vogel's, Inc.; New York Propane Corp.; Synergy Gas Corp.; Synergy Group, Inc. *and* Ralph Kendrick

Glover Bottled Gas Corp.; Vogel's, Inc.; New York Propane Corp.; Synergy Gas Corp.; Synergy Group, Inc. *and* Local 282, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL–CIO. Cases 29–CA–11302, 29–CA–10641, 29–CA–10763–1, 29–CA–10763–2, 29–CA–10795–1, 29–CA–10795–2, and 29–CA–12653

November 22, 1993

SUPPLEMENTAL DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS DEVANEY AND RAUDABAUGH

On February 18, 1993, Administrative Law Judge James F. Morton issued the attached supplemental decision. The Respondent filed exceptions and a supporting brief and the General Counsel filed a brief in support of the judge's decision.

The National Labor Relations Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions as modified and to adopt the recommended Order as modified.

1. The Respondent has excepted to, among other things, the backpay award to Joseph Leone. The Respondent contends that Leone was not justified in quitting his job at Treadways Express and any backpay should end in August 1986.

Leone had worked at Sinkoff Beverage from late 1983 through late 1985. In late 1985 he began working as a truckdriver on a casual basis for Treadways Express. In the winter when work slowed down at Treadways, Leone took a job as a temporary employee with Career Temporary Force. He did temporary work for several months and then went back to Treadways, where he continued to do casual, fill-in driving. In the spring and summer of 1986 Treadways had enough work to keep Leone busy full time. In August 1986 Leone moved to Florida ''to make a better life'' for his family.[1]

As noted by the judge, a discriminatee who, without good cause, quits a comparable job with an interim employer has thereby incurred a willful loss of earnings, warranting a reduction in backpay. *Shell Oil Co.*, 218 NLRB 87 (1975). A discriminatee, however, is under no obligation to retain nonequivalent employment. *Newport News Shipbuilding Co.*, 278 NLRB 1030 (1986). During those periods when Treadways needed Leone's services, he worked many hours and had earnings comparable to those he had had at the Respondent. When work at Treadways was slow, as it often was however, Leone was forced to seek temporary employment. We are not persuaded that the casual, sporadic Treadways Express job was comparable to Leone's full-time position with the Respondent. As we have determined that Leone's job with Treadways was not equivalent to his job at Glover, we conclude that when he left the Treadways job to seek employment and better opportunities in Florida, he did not incur a willful loss of interim earnings. *Florida Steel Corp.*, 234 NLRB 1089 (1978).[2] We note, in addition, that Leone secured employment within 2 weeks of his arrival in Florida and has now been with that same employer for the past 6 years.

2. Former striker Robert Cabral left his job at Crestwood Metals in late 1987 to begin work as a cross-country truckdriver for Big Bee Transportation. Before Cabral began his new job, he took a 1-month vacation. The judge concluded that Cabral's vacation at Crestwood Metals was roughly equivalent to the vacation he would have earned at the Respondent, in the absence of the Respondent's discrimination. Our analysis of the record reveals, however, that the judge was in error in computing Cabral's vacation time at the Respondent. Thus, in February 1983 when Cabral went on strike, he would only have been entitled to 3 weeks' vacation. As a result, we find that his backpay should be reduced by 1 week in the third quarter of 1987.[3]

ORDER

The Respondent, Glover Bottled Gas Corp., Patchogue, New York; Vogel's, Inc., Farmingdale, New York; New York Propane Corp., Farmingdale, New York; Synergy Gas Corp., Deer Park, New York; and Synergy Group, Inc., Farmingdale, New York, its officers, agents, successors, and assigns, shall take the action and pay the amounts set forth in the judge's Order.[4]

[1] The judge inadvertently stated that the job Leone left when he moved to Florida was with Sinkoff Beverage. In fact, Leone left the job with Treadways Express. This does not affect the result.

[2] See also *Rice Lake Creamery Co.*, 151 NLRB 1113 (1965) (discriminatee entitled to backpay after moving from Wisconsin to Washington ''for personal reasons'' and because he believed the employment opportunities would be better there).

[3] As we cannot determine from the record before us what the amount of the reduction should be, we leave those computations to further compliance proceedings.

[4] Less the 1 week's vacation pay for Robert Cabral, as discussed, supra.

SUPPLEMENTAL DECISION

STATEMENT OF THE CASE

JAMES F. MORTON, Administrative Law Judge. Backpay totaling $132,701.92[1] plus interest on a quarterly basis is sought from the Respondent to make whole 10 employees who had been unlawfully denied reinstatement to their jobs and also another employee who was later unlawfully discharged, as found in the decision of the Board, reported at 292 NLRB 873 (1989). The Respondent contends that it is liable for substantially less, based on various grounds, discussed below.

I heard this backpay matter in Brooklyn, New York, on 5 days, beginning on August 3, 1992, and ending on October 8, 1992. On the entire record, including my observations of the demeanor of the witnesses, and after due consideration of the briefs filed by the General Counsel and the Respondent, I make the following

FINDINGS OF FACT

A. *Background*

Fifteen of the Respondent's employees took part in an economic strike which began on February 3, 1983. On April 15, of that year, an unconditional offer to return to work was made on their behalf to the Respondent. By then, the Respondent had hired 11 replacements. There were thus openings for four jobs. None of the strikers were recalled at that time. The Board adopted the administrative law judge's finding that the Respondent had, as of April 15, 1983, unlawfully failed to reinstate those 4 of the 15 striking employees who had the most seniority. The Board also held that, as nine other positions had become available after April 15 to permit the Respondent to reinstate others, the Respondent's failure to offer reinstatement to these other strikers was unlawful. Another employee, Ralph Kendrick, was found to have been unlawfully discharged on July 10, 1984.

B. *The Gross Backpay Formula for the Striking Employees*

The amended backpay specification states, in substance, that an appropriate measure of the gross backpay for the strikers and also for the other discriminatee, for whom backpay is sought on a quarterly basis in their respective backpay periods, is the average weekly hours, regular and overtime, they worked while on the Respondent's payroll, multiplied by their wage rates as of the start of the strike, together with increases to the rates which were given to employees after April 15, 1983.

The answer filed by the Respondent admits that the formula is appropriate.[2]

C. *The Backpay Periods for the Former Strikers*

1. Their seniority status

Backpay is sought for 10 former strikers,[3] named below according to their seniority status with the Respondent:

Gary Estes	Robset Zak
Harry Serres	William Jones
Richard Dean	Joseph Leone
David Wahlfield	Thomas Clark
Stanley Wnenta	Robert Cabral

2. The respective starting dates of the backpay periods of these 10 employees

For the reason noted above, the first four of their former strikers should have been reinstated on April 15, 1983. Their backpay is to be calculated beginning on that date.

There is an issue as to when the remaining six should have been reinstated. General Counsel contends that the next senior individual, Stanley Wnenta, should have been reinstated in July 1983 when the Respondent, instead, engaged Robert Bradley as a route driver, as noted in the underlying decision at page 876. The Respondent contends that Bradley replaced another unit employee who had not participated in the strike and that Bradley was not a striker replacement. The Board, however, has found to the contrary and that determination is binding here. The Board adopted the finding that a position had become available in August and September 1983 when Bradley was assigned bargain unit work. Thus, Wnenta's backpay period began with the third quarter of 1983.[4]

As to the next senior former striker, Robert Zak, the General Counsel contends that his backpay period began on August 20, 1983, when a replacement, Karlin, left the Respondent's employ. In the underlying decision, it was found that a position became available then for the next senior former striker. Accordingly, Zak's backpay period began on August 20, 1983.

The next job opening occurred on September 20, 1983, when a replacement, Krol, quit. That date starts the backpay period for William Jones.

The backpay period of Joseph Leone begins on November 15, 1983, when a replacement, Pinto, quit.

---

[1] The amounts sought in the backpay specification had been revised during the course of the hearing. The last revision is set out in G.C. Exh. 18.

[2] The Respondent, at the hearing, stated that there is a question as to how much overtime work would have been available for all strikers had they been reinstated properly. It argued that the Respondent ''was able to operate with just 11 people.'' The appropriate formula, as set out in the pleadings, is not based on the hours worked by the replacements but on the hours the discriminatees worked prior to the strike. If the Respondent was endeavoring to contest the appropriateness of the formula, it has not proposed a different one. Further, as noted in the underlying case, employees of companies affiliated with the Respondent performed work for the Respondent during the backpay period. The Respondent argued then, as reflected at page 877, that it ''is impossible to determine'' whether one of these employees worked considerable overtime for it. There is no basis for me to disregard the backpay formula as established in the pleadings, one that has been long accepted as an appropriate measure for determining gross backpay for discriminatees. See *Honda of Mineola*, 303 NLRB 676 (1991), and *F & W Oldsmobile*, 272 NLRB 1150 (1984).

[3] The original backpay specification named two other former strikers, Raymond Frey and Nickolas Kahn. As no backpay is due them, their names have been deleted from the specification.

[4] The Respondent argued that Bradley worked on a temporary basis and that he was not a permanent replacement. At best, that contention might pertain to a possibility that Wnenta's backpay period would have ended prior to the date on which the Respondent ultimately did offer him reinstatement. Such speculation is no reason to ignore the Board's finding.

The backpay period for Thomas Clark began on June 1, 1984, when another replacement quit.

The last of the 10 former strikers, Robert Cabral, should have been hired on July 23, 1984, instead of a replacement, Higgin, who began working there for the Respondent. Cabral's backpay begins to run as of July 23, 1984.

3. The ending dates

The Respondent sent a letter on December 14, 1983, to each of the strikers and enclosed with it a questionnaire as described at page 876 of the report of the underlying decision. The Respondent has urged that I find that those letters constituted valid reinstatement offers which terminated the backpay period for all strikers. That contention was considered and rejected by the Board in its adoption of Judge McLeod's decison, as reported on page 877. It is thus without merit. A joint exhibit in evidence sets out the following respective dates on which the former strikers named above either were reinstated or were given valid offers of reinstatement. These dates terminate the respective backpay periods:

Estes—August 1, 1983
Serres—October 1, 1983
Dean—September 1, 1983
Wahlfield—March 1, 1991
Wnenta—March 1, 1991
Zak—April 23, 1984
Jones—March 4, 1991
Leone—March 4, 1991
Clark—January 25, 1988
Cabral—March 4, 1991

D. *The Strike Benefits*

The Respondent contends that the backpay awards sought for the former strikers should be reduced by the approximately $50 a week they each received as strike benefits from the Union.

In *Marlene Industries Corp.*, 234 NLRB 285 (1978), the Board allowed, as an offset to backpay, a union's payment of moneys to a discriminatee whom it had hired to picket the employer in that case during an organizational drive. In *Tubari Ltd.*, 303 NLRB 529 (1991), the Board noted that payments by the union there of $175 a week to each of the discriminatees for picketing from 7:30 a.m. to 3:30 p.m. daily constituted significant compensation for picketing duties and thereby were interim earning deductible from gross backpay. See also *Superior Warehouse Grocers*, 282 NLRB 802 (1987). There the Board distinguished cases that held that strike benefits are not in the nature of pay for interim employment and do not constitute interim earnings. In *NLRB v. Rice Lake Creamery Co.*, 365 F.2d 888, 893 (1966), the court affirmed the Board's finding that strike benefits paid to discriminatees based on their performing some picketing were ''collateral'' to the association the discriminatees there had with their union and thus were not deductible like wages or earnings resulting from interim employment. In *My Store, Inc.*, 181 NLRB 321, 329–330 (1970), strike benefits made pursuant to loans given discriminatees were held not to be interim earnings; other payments made by the union there to the discriminatees were held to be interim earnings as the union filed Federal wage information forms thereon and furnished the payees with related income tax forms. In *Standard Printing Co. of Canton*, 151 NLRB 965, 966 (1965), the Board held that there must be a showing that strike benefits were given only on condition that the discriminatees picket, in order for the benefits to be treated as interim earnings and that a mere requirement that a discriminatee must sign a strike roll each day, to demonstrate that he is not employed elsewhere to be eligible for benefits, will not convert those benefits into interim earnings. The burden is on the Respondent to prove that the amounts received by the former strikers from the Union were in the nature of pay for interim employment and not strike benefits. See *Sioux Falls Stock Yards Co.*, 236 NLRB 543, 549 (1978), and cases cited therein.

These cases looked at the arrangements the unions had made with the striking employees to determine whether or not they effectively spelled out an employment relationship. Thus, if a striker was required to picket and is compensated for the hours he picketed, an employment relationship will be found. Similarly if a union in effect has ''hired'' a discriminatee to picket, an employment relationship will be found. In both instances, strike benefits paid to those discriminatees are viewed as interim earnings. If however, the evidence establishes that strike benefits to pickets are ''collateral'' to their union membership or to their activities as a union supporter or where the totality of the circumstances do not otherwise warrant a finding of an employer-employee relationship between a discriminatee and his union, strike benefits are not viewed as interim earnings.

In the case before me, some of the former strikers testified in conclusory form that they were paid for picketing or that they had to picket to receive strike benefits. It does not appear that they were ever told by the Union what the requirements were for them to be eligible for strike benefits. The evidence indicates that each week a list of the employees who went on strike was handed in at the Union's office and the benefits clearly were then given to one of the strikers or to a union business agent for distribution to the strikers. The benefits ultimately came from the Union's International which advised the Union that any arrearages in union dues by a discriminatee must be deducted from his benefits, that a member must be in good standing to receive benefits and that a member who receives 3 days of work in a week shall not be eligible for ''out-of-work benefits for that week.'' A business agent of the union testified that he believed a striker had only to be ''available'' for picketing duty to qualify for strike benefits.

I find that the Respondent has not met its burden of proving that a relationship, akin to one of employment, existed vis-a-vis the strikers and the Union. Rather, it appears that the strike benefits were payments which were collateral to the protected activities of the strikers. Accordingly, I reject the Respondent's contention that these benefits are offsets to gross backpay.

E. *The Respective Backpay Claims for the 10 Former Strikers*

The Respondent asserts that the awards sought for four of the former strikers (Estes, Serres, Dean, and Wahlfeld) should be materially reduced based on its contention that they did not mitigate its damages in that they failed to seek employment during their respective backpay periods. The Respondent also asserts that two of the others (Leone and

Cabral) should lose backpay as they had quit jobs they held during their backpay periods and also as they had found substantially equivalent employment. These contentions as to these six named former strikers are discussed next.[5]

1. Gary Estes

Estes had worked for the Respondent for 18 years when the strike began in February 1983. He was an installer of propane tanks and a service technician. As the most senior of the strikers, he should have been reinstated on April 15, 1983. He was not reinstated until September 1, 1983. He testified that, in that 4-1/2 month interval, he sought work ''through the unemployment.'' I construe that to mean that he has registered for work referrals at an office of the New York State Department of Labor. He also had filed job applications with companies which delivered propane gas, sought referrals from the Union's hiring hall and searched through newspaper advertisements for jobs in his field.[6]

The case law is clear that the Respondent must prove that a discriminatee willfully failed to seek interim employment. See *Associated Grocers*, 295 NLRB 806, 810 (1989). As noted there, a discriminatee is not held to the highest degree of diligence in seeking interim employment; a discriminatee had but to make reasonable efforts in that regard.

Based on the evidence before me, I find that the Respondent has not met its burden as to Estes. I therefore further find that Estes is entitled to the amount sought for him in the specification, as amended.

2. Harry Serres

Serres began working for the Respondent in 1969 also as an installer. As the second most senior striker, he too should have been recalled on April 15, 1983, the start of his backpay period. He returned to work when recalled on October 1, 1983. In his 5-1/2-month backpay period, he sought work with propane gas companies on Long Island, at the Union's hiring hall and via the unemployment office. He also checked newspaper ads for jobs. For the same reasons noted above as to Estes' claim, I find that the Respondent has not shown a willful failure on Serres' part to seek interim employment. Thus, he is entitled to the award sought for him.

3. Richard Dean

Dean was a bulk truckdriver when he went on strike. His backpay period started on April 15, 1983, and ended on September 1, 1983, when he returned to work for the Respondent. In that interval, he sought work through the employment office, at the Union's hiring hall and by searching for advertisements in Long Island newspapers. As with Estes' and Serres' claim, I find that the Respondent has not shown a willful loss of interim earning by Dean and there conclude that he is entitled to the award sought for him in the backpay specification, as amended.

4. David Wahlfield

Wahlfeld was an installer and serviceman for the Respondent. His backpay period began on April 15, 1983. In the third quarter of 1983, he obtained employment with his present employer. No backpay is sought for him after that quarter as his earnings thereafter have exceeded any earnings he would have received from the Respondent. As with Estes, Serres, and Dean, he had sought employment in mid-1983 by checking newspaper advertisements, by registering at the Union's hiring hall, and with the unemployment office. He testified that he also talked with various persons looking for leads. As noted above, his search proved successful during the third quarter of 1983.

The Respondent has not proved that Wahlfeld willfully failed to seek interim employment. He is entitled to the award sought for him as backpay.

5. Joseph Leone

Leone had worked for the Respondent as a delivery driver. As found above, his backpay period began on September 17, 1983. The amended backpay specification acknowledges that his backpay period ended on March 4, 1991, when the Respondent offered him reinstatement. In that almost 8-year interval, Leone has worked for long periods with two employers one of which is his present employer. No backpay is sought for him in the last 4 of those years as his interim earnings exceeded his gross backpay.

The Respondent quoting excerpts from *Laidlaw Corp.*, 171 NLRB 1366, 1368 (1968), contends that Leone had secured other regular and substantially equivalent employment during his backpay period and that therefore, his rights to backpay expired. In *Little Rock Airmotive*, 182 NLRB 666 (1970), however, the Board held that *Laidlaw* did not intend that a striker's status be determined by a mechanistic application of the literal language of the statute. See *Christie Electric Corp.*, 284 NLRB 740, 759 (1987), and cases cited therein holding that an employee, who took a job tendered as ''permanent'' and which paid moore than his job with the struck employer, did not thereby abandon the struck job.

The Respondent has the burden of demonstrating that Leone had abandoned his employment with it as of the time when a job opening for him became available.

The guidelines set out in these cases relate to the evidence before me as to the jobs Leone held during his backpay period. Shortly after it began, he got a job delivering beer for Sinkoff Beverage Co. He was paid per load. In December 1983, as noted above, the Respondent had written all the strikers inquiring as to their availability should the Respondent seek to offer them reinstatement. By then, the Respondent was already 3 months late in offering to reinstate Leone. It argued that its inquiries in December 1983 constituted valid offers of reinstatement to the strikers; that argument was rejected by the Board. The Respondent now cites Leone's response to the inquiry it sent him as evidence that

---

[5] The Respondent contended that the awards sought for the other four (Wnenta, Zak, Jones, and Clark) should be reduced based on its arguments as to strike benefits and as to the starting dates of their backpay periods. Those arguments have been found, above, to be without merit. Accordingly, I find that the awards sought for those four should be confirmed.

[6] The Respondent placed in evidence copies of newspaper job advertisements. It urges that Estes could have been successful in finding work as a truckdriver. Other witnesses have testified that the job market in Long Island was badly depressed. To use the language of Judge Harmatz, in a decision adopted by the Board in an analogous case, the generalized evidence offered by the Respondent is too speculative and imprecise to warrent a reduction in Estes' backpay claim. See *Delta Data Systems Corp.*, 293 NLRB 736, 737–738 (1989).

Leone had abandoned his job with it. Leone had responded that he was not interested then in returning to work for the Respondent because he had a job and as the job was paying about the same as he had earned in the Respondent's employ. It is now well settled that, absent an offer of reinstatement, testimony as to subjective intention does not establish a conscious or knowing waiver of the protected right to reinstatement. In that regard, see *Big Three Industrial Gas Co.*, 263 NLRB 1189, 1263 fn. 50 (1982). I find no merit in the Respondent's contention that Leone by working for Sinkoff Beverages, had abandoned his right to reinstatement by the Respondent.

The Respondent separately argues that Leone, by later quitting his job with Sinkoff and, also by having quit a job he held for a week in the third quarter of 1983, forfeited backpay. He worked for about a week with Gould Inc. as a driver in the third quarter and left because Gould had required him to drive for consecutive hours exceeding DOT safety regulations. He left Sinkoff in 1986 when business got very slow. He moved to Florida then and got steady work in 2 weeks. His earnings after a year on the job, which he has held to the present, exceeded his gross backpay. No backpay after 1987 is sought for him.

A discriminatee who, without good cause, quits a comparable job with an interim employer has thereby incurred a wilful loss of earnings, warranting a reduction in backpay. *Shell Oil Co.*, 218 NLRB 87 (1975). See also *Rainbow Coaches*, 280 NLRB 166, 191 (1986). The evidence before me, however, fails to support the Respondent's claim that Leone, in leaving Gould or Sinkoff, willfully failed to mitigate its damages. It is not unlikely that, had Leone stayed with Sinkoff when its business got slow, his interim earnings would have fallen, possibly resulting in an extended liability for the Respondent. I therefore find no merit in this contention by the Respondent and find, further, that Leone is entitled to the award backpay sought for him.

6. Robert Cabral

The Respondent contends that, during his backpay period, Cabral had employment substantially equivalent to the job he had held with it prior to the strike and that he is therefore not entitled to any backpay. It also asserts that Cabral, in quitting a job during the backpay period, thereby forfeited backpay.

Cabral had worked for the Respondent as a driver, delivering propane gas. His backpay period began on September 1, 1989, and ended 8 years later, in 1991. Backpay for him is sought for only two quarters, the last two in 1987. In all the other calendar quarters, his interim earnings exceeded his gross backpay.

Cabral got a job, before his backpay period began, with Crestwood Metals Corp as a driver and yard laborer. On the basis and as he was earning more from Crestwood. The Respondent asserts he was therefore employed by Crestwood in substantially the same job that he had with it prior to the strike. Apparently, I am asked to disregard that aspect of his work with Crestwood as a yard laborer and also to assume that all the other terms and conditions of his employment with Crestwood parallel those he had when working for the Respondent. The Respondent carries the burden of proof. I find it has failed in that regard as the evidence is entirely inadequate to sustain its first contention. Further, for the reasons noted above in discussing Leone's claim, I find that the Respondent failed to prove that Cabral had abandoned his job with the Respondent.

As to the record, the evidence is that Cabral left Crestwood in late 1987 to work as a cross-country driver for Big Bee Transportation Co. Before starting his new job, he took a month's vacation which, as General Counsel has stated, was roughly comparable to the vacation he would have earned, absent the discrimination. His earnings for the last two quarters of 1987 were less than his gross backpay. Thereafter, he received interim earnings higher than his gross backpay. Thus, no backpay for him is sought after 1987.

As noted above, a discriminatee, in quitting equivalent interim employment without good cause, thereby will suffer a reduction in backpay. A discriminatee, however, is under no obligation to retain nonequivalent employment. *Newport News Shipbuilding Co.*, 278 NLRB 1030, 1033 (1986).

The Respondent has not shown that Cabral's employment with Crestwood was substantially the same as the job he held with it. It cannot now urge that Cabral must, nontheless, have stayed with Crestwood until it, the Respondent, offered to reinstate him—an offer it had unlawfully withheld for 6 years. In these circumstances, Cabral's leaving Crestwood in search of a more desirable job does not constitute a willful loss of interim earnings. *Florida Steel Corp.*, 234 NLRB 1089 (1978). That Cabral in fact had, during his backpay period, exhibited considerable success in obtaining work which materially offset his gross backpay claim forcefully negates any contention that he had willfully failed to mitigate the Respondent's damages.

The award sought for Cabral should be confirmed.

F. *Ralph Kendrick's Claim*

Kendrick had been unlawfully discharged on July 10, 1984. His backpay period ended on March 4, 1991. The formula used to calculate his gross backpay is the same as that used for the former strikers.

The Respondent contends[7] that any award to Kendrick would be a windfall as his total interim earnings greatly exceeded his total gross backpay. It does not dispute that in 4 of the 27 calendar quarters of his backpay period, he had no earnings to offset the gross backpay due him for each of those quarters. The Respondent's argument addresses the policy set forth by the Board is *F. W. Woolworth Co.*, 90 NLRB 289 (1950), and, in effect, seeks modification of the Board's remedial Order in the instant case, which provided for use of the *Woolworth* formula. I am required to follow that order and thus must reject this contention of the Respondent. Thus, I find that Kendrick is entitled to the award sought for him.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[8]

---

[7] The Respondent also had stated that Kendrick failed to seek interim employment but it did not pursue that contention further. In any event, the evidence is insufficient to find that, in the quarters during which Hendrich was unemployed, he willfully failed to seek work.

[8] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be

Continued

ORDER

The Respondent, Glover Bottled Gas Corp., Vogel's Inc., New York Propane Corp., Synergy Gas Inc., and Synergy Group, Inc., its officers, agents, successors, and assigns, shall pay to the discriminatees whose names appear on Appendix, amended, the quarterly amounts listed for each with interest thereon as provided for in the prior Order of the Board.

---

adopted by the Booard and all objections to them shall be deemed waived for all purposes.

APPENDIX

Yr./Qtr.	*Estes*	*Serres*	*Dean*	*Wahlfeld*	*Wnenta*	*Zak*	*Jones*	*Leone*	*Clark*	*Cabral*	*Kendrick*
1983/2d	$3,553.95	$3,736.81	$3,956.07								
1983/3d	*2,331.89	4,445.51	*3,916.32	$4,693.15	$2,521.38	$1,062.30					
1983/4th				3,610.88	1.986.96	2,993.88	$1,718.50	$653.80			
1984/1st						1,081.45	2,144.27				
1984/2d						280.51	2,157.52		$1,177.20		
1984/3d							2,187.27		3,858.60		
1984/4th							2,723.56		2,369.16		
1985/1st							2,856.32		706.43		
1985/2d							2,949.07	26.77	782.73		
1985/3d							3,360.93	919.88	1,159.87		
1985/4th							3,642.91	2,862.54	1,430.19		
1986/1st							3,550.42	1,339.28	906.69		$1,698.12
1986/2d							3,582.22	2,735.52	932.85		
1986/3d							3,581.04	3,635.46	1,133.41		
1986/4th								1,913.92	1,133.41		
1987/1st								1,299.69	1,275.59		532.16
1987/2d								1,299.69	1,319.20		
1987/3d								1,299.69	1,319.20	$847.43	
1987/4th								1,967.37	2,039.04	1,675.20	
1988/1st											2,661.14
1988/2d											
1988/3d											
1988/4th											
1989/1st											
1989/2d											
1989/3d											
1989/4th											
1990/1st											8,986.96
1990/2d											
1990/3d											
1990/4th											
1991/1st											
Total	$6,085.84	$8,182.32	$7,872.39	$8,304.03	$4,508.34	$5,418.18	$34,454.03	$19,950.61	$21,543.57	$2,522.63	$13,878.38

* Includes vacation pay.